(13)
11
17

(18)

TITLE DATA

CONSUMERS POWER COMPANY

15

NAME OF GRANTOR	KIND OF INSTRUMENT	DATE OF INST.	DATE OF RECORD	LIBER	PAGE
Eastern Michigan Power Company	General Deed	3-21-17	4-20-17	54	67

TRACT 29-D1-1

ACCOUNT NO.

MAP #15

1.75 acres

146

WARRANTY DEED.—SHORT FORM. No. 1. The Onderdonk Printing Co., Grand Rapids, Mich.

This Indenture, Made this 12th day of January in the year of our Lord one thousand nine hundred and seventeen,

BETWEEN Albert Vileta and Mary Vileta, his wife, and in her own right,

of the first part, and Eastern Michigan Power Company, a corporation organized under the laws of Michigan,

of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Dollar ($1.00) and other valuable consideration ~~Dollars~~, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, do by these presents grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and to its successors ~~heirs~~ and assigns, FOREVER, all that certain piece or parcel of land situate and being in the Township of Eden County of Lake and State of Michigan, and described as follows, towit:

So much of the Southwest one-quarter (¼) of the Northwest one-quarter (¼) of Section twelve (12) of Township twenty (20) North, Range thirteen (13) West as is included in a strip of land one-hundred (100) feet wide running across the same, being fifty (50) feet wide on each side of a center line which is described as beginning on the South line of said Section twelve (12) at a point three hundred sixty-six (366) feet West of the South one-quarter (¼) post of said Section running thence North thirty-five degrees twenty-two minutes (35°-22') West to the West line of said Section at a point five hundred forty-three (543) feet North of the West one-quarter (¼) Section post of said Section.

Said strip of land will be used in the first instance for electric transmission lines and telephone lines, but may be put to such further uses as the party of the second part, its successors or assigns, at any time may see fit. If a railroad shall be built along said land, the party of the second part, its successors or assigns, shall fence both sides of the strip and maintain suitable farm crossings. Party of the first part may continue to use the land for general farming to any extent not inconsistent with use by the party of the second part, its successors or assigns, and may erect and maintain fences across said strip providing suitable gates for passage along the strip. Such use of the land to be at the risk of the first party, and to continue only until the party of the second part, its successors or assigns, desires to take exclusive possession.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: **To Have and To Hold** the said premises, as herein described, with the appurtenances, unto the said party of the second part, and to its successors ~~heirs~~ and assigns **Forever.** And the said Albert Vileta and Mary Vileta

parties of the first part, for themselves, and their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors ~~heirs~~ and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the above granted premises in Fee Simple; and that they are free from all incumbrances whatever.

(1186)

40 FR. ABST.
RECORDED 1993
#6

EXTENDED AND CHECKED

STATE	COUNTY	TOWNSHIP	MUNICIPALITY	SECTION	TOWN	RANGE
MICHIGAN	Lake	Eden		12	T 20 N	R 13 W

PLAT OR AREA: 1.75 Acres

DATE	JOURNAL ENTRY	ITEMS OF COST	AMOUNT	BALANCE
Nov 1962	707	Original Cost (See LR-4, Vol. 1-B, Exhibit TX & Vol. 1-C, Schedule "B" Working Papers.)	$ 173 40	$ 173 40
Nov 1961	551	Release of R/W (See Note # 1)	$ (1 00)	$ 172 40

SEE NOTE #1 FOR RELEASE OF RIGHT OF WAY FOR ELECTRIC LINE

GENERAL ENGINEERING MAP REFERENCES

Line Map No. 2251 Sheet 2 of 8 Sheets
Plan & Profile No. _____ Sheet of Sheets
Survey Map No. _____ Sheet of Sheets

DOCUMENTS FILED WITH ORIGINAL INSTRUMENTS

1. Abstract _____
2. Opinions of Title _____
3. Title Search Yes
4. Mortgage Release _____
5. Tree Vouchers _____
6. Other Documents _____

TITLE HISTORY

1. Albert Vileta and wife, Mary
   1-12-17 2-5-17 48-267 W.D.

2. Eastern Michigan Power Company
   3-21-17 4-20-17 54-67 General Deed

3. Consumers Power Company

OTHER DATA AND NOTES

NOTE #1 (By Sale No. 187-245) Consumers Power Company granted a release of right of way for an electric line across the land on the caption of this tract as follows:

1. Consumers Power Company
   9-6-61 Release of R/W X-1
2. Western Michigan Electric Cooperative Electric Line

The easement and right to construct and maintain an electric distribution line consisting of poles, wires, cables, conduits and other fixtures and appurtenances on, over and across the following described parcel of land situate in the Township of Eden, County of Lake and State of Michigan, to wit:

So much of the SW¼ of the NW¼ of Sec 12, T 20 N, R 13 W, as is included in a strip of land 100 ft wide run across the same, being 50 ft wide on each side of a ctr line which is desc as beg on the S line of sd Sec 12 at a pt 366 ft W of the S¼ post of sd sec, run th N 35° 22' W to the W line of sd sec at a pt 543 ft N of the W¼ sec post of sd sec;

The route to be taken by sd line of poles, wires, cables and conduits on, over and across sd land being more specifically desc as follows:

Begin on the SW'ly line of sd 100 ft strip of land above desc at a pt 138 ft E'ly of the W line of Sec 12, T 20 N, R 13 W (sd distance being measured along the SW'ly line of sd 100 ft strip), run th N parallel to the W line of sd sec to the NE'ly line of sd 100 ft strip and the place of ending;

Together with full right and authority to second party, its successors and assigns, and its and their agents and employees to enter at all times upon sd premises for the purpose of constructing and repairing, removing, replacing and maintaining sd poles, wires and cables and the right to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of sd line.

This release is executed by first party and accepted by second party subject to the following conditions:

1. No work shall be done in connection with the construction or maintenance of sd electric distribution line by second party which shall in any way interfere or threaten to interfere with the towers, poles, wires and other supports and equipment constituting the electric line or lines and/or private telephone line or lines and/or gas line or lines as now or hereafter should be erected upon or adjacent to the above-desc premises and sd second party's electric distribution line shall be so constructed and maintained as at no time to interfere or threaten to interfere with the operation and maintenance of any of sd electric, telephone or gas lines of first party.

2. It is understood and agreed that second party may trim or remove all trees and brush lying within a strip of land 30 ft wide, being 15 ft on each side of the ctr line of sd distribution line. Second party agrees that all brush 2 inches and under in diameter will be burned in accordance with the rules and regulations of the Department of Conservation of the State of Michigan and all timber over 2 inches in diameter will be cut close to the ground and poled and piled parallel to the R/W.

3. Sd second party accepts the route and premises herein referred to in their present condition and subject at all times to such uses as first party, its successors and assigns, may make of sd premises for its own business or purposes and sd second party by the acceptance of this instrument agrees to relocate its electric distribution lines at its own expense at any time upon demand of first party, its successors and assigns, when believed by first party to be necessary to accommodate the use of sd premises by first party, its successors and assigns.

(Continued on Next Sheet)

NOTE #1 (Continued)

4. It is further agreed that sd electric line of second party shall be so constructed that where it crosses any lines of first party, now or hereafter constructed, a clearance of 10 ft shall be maintained at all times. Sd electric line of second party shall also be constructed and maintained so as to comply in every respect with the statutes of the State of Michigan, the rules and regulations of the Michigan Public Service Commission and with the regulations prescribed in the National Electric Safety Codes.

5. In case sd first party shall find it necessary to change any of its electric lines now or hereafter located upon sd premises or upon the adjoining premises in order to accommodate any work to be done in connection with sd electric distribution line of second party, sd first party shall be reimbursed by second party for its actual cost and expense incurred thereby.

6. It is distinctly understood that the electric lines now or hereafter located by first party upon the property above desc are or will be operated at high voltage and that no overhead or other equipment used in connection with the construction, operation and the maintenance of sd electric distribution line of second party shall be permitted to come in close proximity to sd electric lines of first party. Sd second party agrees that it will at all times during the exercise of the rights and privileges herein granted assume all liability for and protect and indemnify and save Consumers Power Company, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injury to or death of any person or persons no matter how caused and loss or damage to the property of any person or persons whomsoever no matter how caused including the parties hereto and their agents, contractors, subcontractors and employees arising in connection with or as a direct or indirect result of the rights and privileges herein granted.

7. In case sd easement and right herein conveyed shall cease to be used by second party, its successors and assigns, for 1 year then in such case all right and title hereby conveyed shall revert to sd first party, its successors and assigns.

8. It is further agreed that the benefits hereof shall accrue to and the obligations shall bind the successors and assigns of the respective parties.